



William F. Martin
Mayor

City of
GREENFIELD, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

City Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1528 • Fax 413-773-9593
DPW@greenfield-ma.gov • www.greenfield-ma.gov

INVITATION TO BID

Sealed bids for the purchase and delivery of Odorized Liquefied Petroleum Gas (propane) will be received by the City of Greenfield, City Hall, Room #208, 14 Court Square, Greenfield, MA until 2:00 PM Thursday, September 6, 2018. Bids shall be submitted in a sealed envelope plainly marked "Propane Bid, DPW 19-07" on the outside. The Sealed bids will be publicly opened and read aloud at 2:00 PM on Thursday, September 6, 2018 in the second floor Meeting Room (#203) of City Hall.

Specifications, and bid forms will be emailed upon request by contacting alan.twarog@greenfield-ma.gov or DPW@greenfield-ma.gov or by downloading them from the City's Purchasing Department's webpage at <http://greenfield-ma.gov/p/290/Active-BidsRFQRFPP>. To get on the Bidder's List, bidders should contact the DPW at alan.twarog@greenfield-ma.gov or by calling 413-772-1528 x6104.

The City of Greenfield reserves the right to accept or reject any or all proposals if the City deems it in the public interest or in the interest of the City to do so.

The contract number for this bid is DPW 19-07.

The contract/bid awarding authority is the Mayor of the City of Greenfield.

NO SECURITY IS REQUIRED ON THIS BID.

Please advertise August 29, 2018 Adv: Recorder

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SECTION A: INSTRUCTIONS TO BIDDERS

1. General

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of conditions and specifications and to have fully informed himself as to the special conditions, contract and other documents.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time specified in the Notice to Bidders will not be considered.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made part thereto. Further, no bid will be considered which contains any letters or memorandum qualifying the same, or which is not properly executed. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, telephone, fax, or electronic bids or modifications will be considered.

The Bid Prices shall include the supply, installation and testing costs of all non-city owned tanks; product delivery costs, permit fees, fees, taxes, overhead and profit incurred by the vendor in supplying the product. No fuel surcharges or surcharges of any kind to unit prices will be allowed during the contract period.

Purchases made by the City of Greenfield are exempt from payment of Federal Excise Taxes, Federal Transportation Tax and Commonwealth of Massachusetts Sales Tax, and any such taxes must be excluded from the prices set forth on the Bid Form. Tax exemption certificates will be furnished by the City upon execution of its respective Contract with the successful bidder.

All bid prices shall be presented on the official bid form enclosed and be in the proper unit quantity and measurement which is cents/gallon. **Bid price shall be the makeup price over the average rack price for propane at the Selkirk, NY terminal as listed on the date of delivery.**

2. Submission of Proposals

ALL PROSPECTIVE BIDDERS SHALL SUBMIT SEALED PROPOSALS ON THE OFFICIAL BID FORMS ONLY. BID FORM IS FOUND ATTACHED AT THE END OF THIS DOCUMENT. The sealed envelope submitted by the prospective bidder shall be plainly marked "Propane Bid, DPW 18-28".

Where proposals are sent by mail to the City, the bidders shall be responsible for their delivery to the City before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered.

3. Receipt and Opening of Bids

Bids will be received and opened by the Dept. of Public Works Water Director or by his/her authorized representative. In the sole discretion of the awarding authority, the opening of bids may be delayed when due to conditions beyond the control of the awarding authority. The awarding authority shall notify all bidders of such delay and the time and place of the opening of the bids.

4. Signatures

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder (if the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation. The Clerk of the Corporation shall attest to the authority of the signature).

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated, and the names of its officers shall be given.

5. Acceptance of Bid and Its Effect

1. Within seven (7) working days after the opening of the bids, the City will act upon them. The acceptance of a bid will be given to the successful bidder by notice in writing signed by a duly authorized representative of the City. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as herein before provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. The acceptance of a bid, as provided herein, shall constitute the award of the contract.
2. In the event of **Tie Bids**, the representatives of the vendors submitting the tie bids shall be notified of the tie and invited to attend a tie breaker session prior to acceptance of the bids. If a vendor can not have a representative present, a representative will be selected from those present to draw for that vendor. The representative for each vendor shall have the opportunity to toss a coin for the privilege of being awarded the contract to supply propane for the term of this contract. The vendor represented by the coin toss shall be considered the accepted bidder.

6. Competency of Bidder

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City of Greenfield.

7. Obligation of Bidders

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

8. Time for Executing the Contract

The bidder whose bid shall be accepted will be required to execute a Contract with the City. Failure or neglect to execute a Contract within the said period of fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid. The City shall then go to the next lowest bidder to execute a contract.

9. Time of Payment

The City shall make payment within thirty (30) days after delivery of any purchase made under the terms of this Contract, acceptance, and proper invoice of same is submitted and approved by the proper authority in each community.

10. Questions/Interpretation of Contract Documents

All questions relative this invitation to bid and the specifications shall be in writing and directed to:

Alan Twarog, Assistant Engineer
City Hall DPW
14 Court Square
Greenfield, MA 01301
alan.twarog@greenfield-ma.gov

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, he may submit a written request for an interpretation thereof. To receive consideration, such questions shall be submitted in writing at least five working days prior to the date of receipt of proposals. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be sent electronically or mailed to each person receiving a set of such contract documents and to such other prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. If, after award of contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Director will be final and binding.

11. Catalogs

Each bidder shall submit in duplicate where necessary catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes, and the like not covered in the specifications necessary to fully describe the materials or work he proposes to furnish. Material Safety Data Sheets (MSDS) shall accompany the bid form and the very delivery of each chemical.

12. Non-Discrimination

The Contractor, in performing under this contract, shall not discriminate against any worker, employee, or applicant for employment because of race, creed, color, sex or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to nondiscrimination.

13. Patents

It is agreed that the Contractor shall indemnify, save and keep, jointly and severally or jointly or severally, the City harmless against all liabilities, judgments, loss, costs, damages, and expenses which may in any wise come against the City or its licensees, permittees, and assignees, respectively, by reason of the use or of any claim of the use of any patented material, design, machinery, device, equipment or process furnished by the Contractor and accepted by the City.

14. Inspection and Responsibility

The City shall have a right to inspect, by its authorized representatives, any tank, installation or material as herein specified. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

15. Rejection of Material or Services

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship or composition are subject to rejection and may, at the option of the City, be rejected.

Product Warranty: Any product supplied which is found to have a quality control problem, shall be warranted by the supplier and/or manufacturer for the damages or other problems resulting from use of the product. If in the opinion of the City, items delivered are found to be imperfect or of a grade inferior to that set fourth in the specification or are found to be deficient against any other standard set forth in the contract, they will be rejected and must be replaced without expense to the City. Final decision concerning the quality of items as delivered is to rest with the City.

16. Replacement

Materials or components that have been rejected by the City, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.

17. Removal

Any tank, material or components rejected shall be removed within a reasonable time from the premises of the utility at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

18. Subletting of Contract

No contract shall be assigned or any part of the same subcontracted without the written consent of the City; and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

19. Duration of Contract

The contract term shall be from October 1, 2018 through Sept 30, 2021. Prices shall be held firm for such period, including the time beforehand that bids are being considered for award and through contract execution.

20. Verification of Weight

If the City requires, the quantity of material delivered by truck shall be ascertained from a certified weight ticket.

21. Demurrage

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

22. Deliveries

The specific delivery points and call status are listed in Attachment A of this document.

Deposit on tanks or containers will not be paid, and the City will not be liable for any loss or damage to the tanks unless such damage is due to gross negligence on the City's part. The City will not be responsible for damage which occurs during shipment to and from the delivery location.

23. Permits

The Contractor shall take out all permits and licenses necessary to carry out the work described in this contract. The Contractor will assume the cost of the permit.

24. Firm Price

Only firm price bids will be accepted.

SECTION B: CONTRACT CLAUSES

1. DEFINITIONS:

- 1.1 Acceptance: All contracts require proper acceptance of the described goods by the City. Proper acceptance shall be understood to include inspection and acceptance of goods by the City to insure that the services are complete and are as specified in the contract.
- 1.2 Contract Documents: All documents relative to the contract including Instructions to Bidders, Proposal Form, Contract Clauses, General Specifications, and other specifications included in all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the contract.
- 1.3 The Contractor: The "other party" to any contract with the City. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Supplier, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.
- 1.4 Date of Substantial Performance: The date when the work is sufficiently complete and all goods are delivered in accordance with contract documents, as modified by Amendments and Change Orders.
- 1.5 Owner: The City of Greenfield, acting by and through its Mayor, responsible for the administration of the contract.
- 1.6 Subcontractor: Those having a direct contract with the Contractor.
- 1.7 Goods: Goods, Supplies or Materials as described in the Contract. All terms used have the meaning set forth in MGL C30B as amended from time to time. This contract for purchase includes all delivery, installation or setup requirements at no additional cost as set forth herein. All goods shall be delivered within five (5) business days from date of order. All goods shall be delivered F.O.B. destination to the City location.

2. SUBJECT TO APPROPRIATION:

Notwithstanding anything in the contract documents to the contrary, any and all payments, which the City is required to make under this contract, shall be subject to annual appropriation or other availability of funds as certified by the City Accountant.

3. PAYMENTS:

The Contractor shall submit proper invoices for the services rendered and accepted by the City. All other deliveries of goods shall be billed for upon inspection and acceptance of the items by the City. An original invoice and one copy shall be completed and submitted.

Submit invoices to: City of Greenfield
City Hall DPW
14 Court Square
Greenfield, MA 01301

The invoice shall contain the following information:

1. Date of delivery
2. Item description
3. Quantity delivered in gallons
4. Average rack price for propane at the Selkirk, NY terminal on the date of delivery.
5. Unit and total price in US dollars
6. Payment terms to include any prompt payment discount offered.

4. PERMITS AND APPROVALS:

It is the contractor's responsibility to secure, obtain and pay for any Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the contract.

5. THE CONTRACTOR'S BREACH AND THE TOWN'S REMEDIES:

- 5.1 Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City shall have all the rights and remedies provided in the contract documents, the right to cancel, terminate, cure or cover the breach and/or suspend the contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of the Contract including damages and specific performance, and the right to select one or more of the remedies available to it.
- 5.2 Attorney Fees: In the event that any dispute arises concerning this contract or in the event of any claim, suit, action, proceeding, either judicial or administrative in nature, as a result of the default, delay, breach, wrongdoing, action or inaction of the Contractor, then the Contractor shall be liable for, and shall pay for, all reasonable

costs, fees and expenses of the City including expenses and fees for hiring experts and for attorney's fees at the rate of \$300.00 per hour. The obligations created herein arise regardless of whether an administrative proceeding, arbitration or litigation is commenced and shall include consultation, advice or counsel sought from any attorney or expert in connection with any such default, delay, breach, wrongdoing, action or inaction of the Contractor.

6. TERMINATION:

6.1 Termination for Default: The following shall constitute default or material breach of this Contract by the Contractor entitling the City to the remedies described in paragraph 6:

- a. Any material misrepresentation made by the Contractor;
- b. Any failure by the Contractor to perform any of its obligation under the contract including but not limited to (i) failure to commence performance at the time specified or if not specified, in a reasonable time, (ii) failure to complete the contract on time, (iii) failure to deliver the goods in a manner to the reasonable satisfaction of the City, (iv) failure to re-perform, cure or correct delivery of goods which were rejected by the City, (v) discontinuance of services, or (vi) violation of any provision of this contract and in strict conformity with the specifications.

Additionally, the City may terminate this contract if the Contractor:

- a. is bankrupt or insolvent;
- b. makes a general assignment for the benefit of his creditors;
- c. is appointed a trustee or receiver for himself or any of his property;
- d. files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or other applicable laws;
- e. disregards direction by the City designated representative.

6.2 Termination for Convenience:

The City may terminate this contract in whole or in part when and if the DPW Director determines that such termination would be in the best interest of the City. The DPW Director determination shall be by written modification delivered to the Contractor. The City will reimburse the Contractor for goods supplied in accordance with the contract and accepted by the City before such termination. Anticipatory profits for the portion of the contract canceled will not be paid to the Contractor.

7. STATUTORY COMPLIANCE:

7.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and whenever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

7.2 Whenever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

7.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs, damages and expenses arising therefrom.

7.4 The Contractor shall keep itself fully informed of all existing and future state and federal laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the specifications or contract for this work in violation of any such law, by-law, regulations, order or decree, the Contractor shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors or any such law, by-law, regulation or decree.

8. CONFLICT OF INTEREST:

Both the City and the Contractor acknowledge the applicability of the State Conflict of Interest Law (General Laws Chapter 268A) to the relationships established by this

contract. This contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

9. CERTIFICATION OF TAX COMPLIANCE:

This contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Sec. 49A, (Requirement of Tax compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

10. DISCRIMINATION:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by Federal Law and any statutes, executive orders, rules, regulations and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

11. ASSIGNMENT:

Assignment of this contract is prohibited, unless assignment is provided for expressly in the contract documents.

12. CORPORATE CONTRACTOR:

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate of Corporate Vote certifying the corporate authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This contract shall not be enforceable against the Community/Utility unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 1-C of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Ch. 181, Sections 3 & 5, and any Acts and Amendments therefore, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

13. LIABILITY OF PUBLIC OFFICIALS:

To the full extent permitted by law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this contract.

14. NOTICE TO THE CONTRACTOR AND THE CITY:

Any notice permitted or required under the provisions of this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient only if sent to the address set forth in the contract. Notice to the City shall be deemed sufficient only if sent to the City of Greenfield Dept. of Public Works and the authorized representative designated in clause 1.1 herein, City of Greenfield, City Hall, 14 Court Square, Greenfield, MA 01301.

15. BINDING ON SUCCESSORS:

This contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

16. COMPLETE CONTRACT:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

17. PROTECTION OF PROPERTY and CONTRACTOR IDENTIFICATION:

17.1 The Contractor shall exercise reasonable care to protect City and individually-owned property throughout the period of this contract. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall repair or replace the property to such as it was prior to the incident at no additional cost to the City or the individual. If the Contractor fails or refuses to perform repairs or replace the property, the Contractor shall be liable for the cost, which may be deducted from the contract price.

17.2 All Contractor's agent(s), employee(s), subcontractor(s), other persons, and transportation vehicles shall display positive identification when entering upon the premises of any City facility for the purpose of executing the terms and conditions of this contract.

18. INDEMNIFICATION:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

- 18.1 The Contractor further agrees to indemnify and hold harmless the City, including its agents, employees and representatives, from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the quality or delivery of the goods, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 18.2 The Contractor shall be responsible for all damage or injury to property of any character in connection with the quality and delivery of the goods if caused by any act, omission, neglect, or misconduct of the contractor.
- 18.3 In any and all claims against the City or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 18.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

19. CONTRACTOR'S INSURANCE

- 19.1 The Contractor shall purchase and maintain such insurance as will protect

the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

19.1.1 Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

19.1.2 Claims for damages because of bodily injury, occupational sickness or; disease, or death of its employees, and claims insured by usual personal injury liability coverage

19.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual person injury liability coverage; and

19.1.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

19.2 The insurance required by the above shall be written for not less than the following minimum limits of liability:

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <i>Commercial general liability, including bodily and personal injury, property damage, and contractual liability</i> | <i>\$1,000,000 per occurrence</i> <i>\$3,000,000 aggregate</i> |
| <i>Automobile comprehensive liability to include combined single limit bodily injury and property damage on non-owned and hired coverage.</i> | <i>\$1,000,000 (CSL- Combined single limit)</i> <i>\$3,000,000 aggregate</i> |
| <i>Excess umbrella liability</i> | <i>As needed to provide a minimum of \$5,000,000 per occurrence coverage listed above.</i> |

In addition, during the entire Contract Period, the Contractor, at its own expense, shall maintain for its employees all Workers Compensation coverage required by Massachusetts Law.

19.3 The above insurance policies shall also be subject to the following requirements:

- 19.3.1 Certificates of Insurance acceptable to the City shall be addressed to and filed with the City prior to commencement of work. Renewal certificate shall be addressed to and filed with the City at least ten (10) days prior to the expiration date of required policies.
- 19.3.2 No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the City. The City shall also be notified of the attachment of any restrictive amendment to the policies.
- 19.3.3 All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above mentioned notice clauses.
- 19.3.4 All premium costs shall be included in the Contractor's proposed cost quote.

SECTION C: TECHNICAL INFORMATION

SECTION C.1 Odorized Liquefied Petroleum Gas (Propane)

1) Description of product required:

- ❖ To be used for heating and operation of auxiliary power engines.
- ❖ Shall contain a minimum of 85% propane CAS # 74-98-6
- ❖ Shall contain no less than 0.5 ppm ethyl mercaptan or other acceptable odorant.

2) Tanks

Tanks owned by the City are to remain in place. Other tanks are owned by Suburban Propane. Successful bidder, if other than Suburban Propane, is responsible for providing and installing new tanks. Nothing in this document precludes the successful bidder from negotiating with Suburban Propane regarding the purchase or rental of the tanks. This arrangement is solely between the Contractor and Suburban Propane, however, the successful Contractor is responsible for the maintenance and liability associated with tanks filled by the Contractor. Tank inventory is presented in Attachment A.

3) Usage

Anticipated usage data and delivery information is presented in Attachment A.

4) Delivery:

Whether delivery is automatic or “on call basis” is presented in Attachment A.

4) Pricing:

- ❖ The quoted price shall be in cents / gallon **over** the Selkirk, NY terminal **average rack price** on the day of delivery. Price shall be inclusive of all charges such as, but not limited to, those listed below.
 - a. All trucking and delivery fees, including fuel surcharges
 - b. All off loading charges
 - c. All DOT, hazardous material permitting fees, etc.
- ❖ The quoted price shall remain in effect from October 1, 2018 to Sept 30, 2021.

SECTION D: CHECK LIST FOR ALL BIDDERS

1. _____ Envelope properly marked

Put your company's name and address on the outside of your bid/proposal envelope. Envelope should be plainly marked "*Propane Bid, DPW 19-07*"

2. _____ Proper units

Be sure to bid item is expressed in the units called for. Cents/gallon

3. _____ Signatures and seal

Be certain all required information is provided and signatures are executed including the Certificate of Non-collusion and Tax Compliance Certification. The Notarized Statement is to be completed and be sealed by a notary public. Unsealed proposals will be rejected.

SECTION E: BID FORM (PAGE 1 OF 5)

PROPOSAL OF

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Contact person: _____

The Bidder acknowledges receipt of the following Addenda:

No. _____ dated _____

No. _____ dated _____

To the City of Greenfield, Massachusetts acting through its Mayor, duly authorized therefore, who acts solely for said City and without personal liability to him/herself:

Mayor:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish the goods specified in the Proposal, in the manner and time therein prescribed and according to the requirements of the City as herein set forth.

The bidder agrees that the City will have seven (7) working days from date of bid opening to accept and order, except as described in the specifications the unit(s) at the price, therein. The bidder also understands that the owner reserves the right to accept or reject any or all bids and to waive any informalities in the proposals if it is in the City's interest to do so. The Notice of Bid, Instructions to Bidder, Contract Clauses, Specifications and BID Form attached thereto, shall become a contract upon the receipt by the bidder of written acceptance of this bid by the City.



BID FORM (PAGE 2 OF 5)

The bidder will take in full payment, therefore, the following price, to wit:

| <u>Estimated Total Quantity per year</u> | <u>Description</u> | <u>Cents / gal OVER Selkirk, NY AVERAGE Rack Price on Day of Delivery</u> |
|-----------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------|
| 3,450 gallons | LPG – propane | \$ _____ in numbers _____ in writing |

BID FORM (PAGE 3 OF 5)

SIGNATURES

(If an Individual)

Date _____, 2018

Signature of Bidder: _____
(Owner and Proprietor)

Business Name D/B/A: _____

Business Address: _____

(If a co-partnership)

Date _____, 2018

Firm Name: _____

By: _____

Business Address: _____

Names and Addresses of all Members of Firm:

(If a corporation)

Date _____, 2018

Corporate Name: _____

By: _____
President or Authorized Agent*

Business Address _____

- Statement of authorization, duly signed by proper authority, to be attached hereto.

BID FORM (PAGE 4 OF 5)

CERTIFICATE OF NON-COLLUSION FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

(Name of person signing bid)

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Name of person signing bid)

(Name of business)

BID FORM (PAGE 5 OF 5)

NOTARIZED STATEMENT

I, (name) _____

(title) _____

of (company) _____

of (address) _____

do hereby certify that the information contained herein is true, accurate and correct, to the best of my knowledge. It is agreed that any and all goods to be delivered hereunder will be in conformity with the specifications set forth, including any and all amendments thereto.

Witness my hand and seal this _____ day of _____, 2018

Witness

Signature

State of _____

Date _____, 2018

Personally appeared the above named _____
and acknowledged the foregoing statement to be true, to the best of his/her knowledge, before me.

Notary Public

My commission expires: _____

Attachment A

Town of Greenfield Propane Tank and Usage Data

| Position* | Size (gal) | Location | Address | Owner | Refill Type | Use | Anticipated Usage (gal/yr) |
|------------------|-------------------|-----------------------------------|--------------------------|------------------|--------------------|------------------|-----------------------------------|
| AG | 500 | Green River Pump Station | 26 Eunice Williams Drive | Osterman Propane | will call | heat + aux power | 650 |
| AG | 500 | Millbrook Corrosion Control Plant | 195 Log Plain Road West | Osterman Propane | will call | heat | 800 |
| AG | 500 | Millbrook Well #1 | 195 Log Plain Road West | Osterman Propane | will call | aux power | 100 |
| AG | 500 | Millbrook Well #3 | 195 Log Plain Road West | Osterman Propane | will call | aux power | 100 |
| AG | 500 | Town Yard | 209 Wells Street | Osterman Propane | will call | misc equip power | 250 |
| UG | 500 | Oak Hill Filter Plant | Oak Hill Road | Town | will call | heat + aux power | 1250 |
| AG | 1000 | Leyden Woods Pump Station | 94 Leyden Woods Lane | Town | will call | aux power | 100 |
| AG | 1000 | East Greenfield Pump Station | 156 Montague City Road | Town | will call | aux power | 100 |
| AG | 1000 | Tyler Place Pump Station | 22 Tyler Place | Town | will call | aux power | 100 |
| Total | | | | | | | 3450 |

* AG = Above Ground UG = Underground